

IN THE COURT OF THE ADDITIONAL CIVIL
JUDGE AT MYSORE.

Guardians and Wards Case No. 14 of 1969.

In the Matter of Appointment of Guardian to the person and property of (1) Hanifa Bi. 1 years, (2) Shamsuddin, 14 years, (3) Abdul Khader, 12 years, minors.

Smt. Khatumbi Syed Ahamed, aged 40 years, w/o late A. D. Syed, Door No. 4642.-2, N. R. Mohalla, Mysore,-7. ... *Petitioner.*

To

All whom it may concern,

Take notice that on the 4th day of September 1969 petitioner presented an application to this court praying that she be appointed guardian of the person and property of the abovenamed minors and for other relief, and that the 6th day of December 1969 has been fixed for the hearing of the application; and that if you desire to oppose the said application, or to apply for the appointment of any person other than the said petitioner as guardian of the person and property of the said minors you must appear on the said 6th day of December 1969 in this Additional Civil Judge's Court in person or by a duly authorised pleader and be prepared to adduce any documentary and oral evidence upon which you rely, and that in default of your appearance, the said application may be heard and determined in your absence.

Any relation or friend of the said minors may appear and be heard upon the said application, and may inspect and obtain a copy of the petition and it shall not be necessary to present any petition for this purpose.

Given under my hand and the seal of this court, this 7th day of November 1969.

M. KENCHAPPA,
Addl. Civil Judge.

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OFFICE OF THE DIRECTOR, OF STORES PURCHASE, DEPARTMENT NO. 18, CUBBON ROAD, BANGALORE-1.

Dated 7th November 1969.

To

M/s. Bengal Miscellany Ltd., 174, Manicktala Main Road, Calcutta, 54.

Gentlemen,

Subject.—Enquiry No. P3/RC/57 May 1969, L. I. No. P3/RC/97 Sept. (November) 1969 Supply of Ammonia "Azo" print Paper on Rate contract basis.

No. SPD/P3/487/7242 (a). 1 Please be good enough to enter order for the Materials described in the scheduled below at the prices specified therein and arrange to supply them within the time stipulated in the Schedules.

2 Instructions regarding the name and Address of the officers to whom the consignment the Railway Receipt and Bills of cost should be sent, may be obtained from the Indentor.

3 The materials should be carefully and securely packed so as to avoid damage during the transit, such of the materials or parts thereof as might be received in a damaged or unserviceable condition will be required to be replaced from of all cost to us. The materials should be fully insured against losses and damages, if necessary.

4 Failure to make supply, whether, of a portion of the materials or the entire quantity as per the terms of indent or non-performance or non supply in time of regularly or supplying materials, which does not conform to the specification, quality prescribed, or the sample approved or which is found defective in any other way or for breach of the conditions stipulated will entail enforcement of one or more of the following:—

- (a) Cancellation of the Indent or order in part or in whole.
- (b) Imposition of penalty at the rates specified in the indent or if no such rate is specified at a sum not exceeding 3 per cent of the value of the order at the discretion of the Director, Stores Purchase Department.
- (c) Forfeiture or adjustment of Earnest Money or and Security Deposit in whole or to the extent necessary or considered fit by the Director, Stores Purchase Department.
- (d) Recovery of extra cost, if any incurred by the Department in securing the material from other sources, by adjustment from Money due to the defaulter or otherwise.

5 Whatever, may be conditions of sale specified or indicated, in the Tender quotations it is only the conditions indicated in the schedule or order and in the tender notification, that will bind the Director, Stores Purchase Department or the Indenting Department and that if any successful tenderer, wishes that some other conditions quoted by him should also be accepted, he should specifically raise the issue as soon as the schedule of orders reach him and get the same accepted or clarified.

6 The above Local Indent number should be quoted in all correspondence relating to this subject.

7 The Stores Purchase Department have been pleased to accept your offer for the supply of the materials described in the undermentioned schedule at the prices specified therein. Arrangements may be made to supply them on indent received from the offices of the Mysore Government Departments from time to time.

8 The Contract will be subject to the following conditions:—

- (a) The contract will be in force till 30th August 1970.
- (b) This contract will be deemed to be limited to only such numbers as may be drawn during the period of contract.
- (c) The articles will be required to be delivered against the indents from the Departments at the destinations to be specified by them within 7 days from the date of receipt of indent in exact conformity to the specifications furnished or the tenderers otherwise they will be rejected at your entire risk.

9 Each article shall bear the manufacturers trade mark or either distinguished marks in addition to the particulars specified in the indent.

10 You should now arrange to enter into an agreement with the undersigned on a Government Stamped paper of the value of Rs. 3 (Rupees three only) undertaking to abide by the above conditions and to deposit Rs. 500 towards earnest money deposit and Rs. 1,000 (Rupees one thousand) towards security deposit in the Reserve Bank of India, Bangalore, within a week from this date, failing which the orders will be cancelled.